FREIGHTVALIDATE PARTNER API INTEGRATION AGREEMENT

Effective Date: _____

This Partner API Integration Agreement ("Agreement") is entered into by and between:

Collaborative Rating Systems, LLC, doing business as FreightValidate, a U.S. limited liability company with its principal place of business at 678 Cotton Ln., Leoma, Tennessee 38468 ("FreightValidate"), and
[Partner Name], a [Insert Jurisdiction and Entity Type] with its principal place of business at [Insert Address] ("Partner").

FreightValidate and Partner are each a "Party" and collectively the "Parties."

1. Purpose and Background
FreightValidate, operated by Collaborative Rating Systems, LLC, provides proprietary identity, fraud-prevention, and compliance-verification technologies designed to secure and modernize the freight ecosystem.
Partner desires to integrate FreightValidate's API to enable real-time carrier, broker, and ownership validation within its own systems.
This Agreement governs that integration and the ongoing use of FreightValidate's secure API services.

2. Definitions
API: FreightValidate's proprietary application programming interfaces, SDKs, credentials, and documentation.
Content: Data transmitted through the API, including verification results, fraud alerts, and compliance indicators.
Partner Application: The Partner's platform, system, or service integrating FreightValidate's API.
Confidential Information: Any non-public information disclosed under this

Agreement.

Monthly Calls / Overage: Number of API transactions during a billing cycle and any excess usage.

3. License Grant and Restrictions

Collaborative Rating Systems, LLC d/b/a FreightValidate grants Partner a limited, non-exclusive, non-transferable, revocable license to access and use the FreightValidate API solely for approved business purposes.

Partner shall not reverse-engineer, resell, sublicense, or otherwise misuse the API, its data, or credentials.

FreightValidate reserves the right to update or modify the API with thirty (30) days' notice for material changes.

4. Integration and Security

FreightValidate will provide secure key creation, sandbox testing, and technical documentation.

Partner agrees to implement integration consistent with FreightValidate's technical, data-handling, and cybersecurity standards and to safeguard all access credentials from unauthorized use.

5. API Pricing and Payment

Plan	Monthly Calls	Monthly Fee	Setup Fee	Overage Fee
Starter	10,000	$100	$750	$0.01
Standard	25,000	$200	$750	$0.008
Professional	100,000	$500	$750	$0.006
Enterprise	Custom	Contact Us	Contact Us	Contact Us

All fees are in U.S. Dollars and billed monthly in advance. Overages are billed at the end of each cycle. Partner may upgrade at any time with written notice.

6. Confidentiality

Each Party shall protect the other's Confidential Information with the same degree of care used to protect its own confidential materials and shall use such information solely for purposes of this Agreement.
These obligations survive termination for five (5) years or indefinitely for trade secrets.

7. Data Protection and Compliance

Each Party will comply with all applicable U.S. data-protection and privacy laws, including the CCPA.
FreightValidate processes only limited business information required for verification and fraud-prevention purposes.

8. Intellectual Property

Collaborative Rating Systems, LLC retains full ownership of all intellectual property associated with FreightValidate, including APIs, software, databases, and verification systems.
Partner retains ownership of its platform.
Partner grants FreightValidate the right to reference Partner as an integrated partner upon written approval.

9. Indemnification

Each Party shall indemnify, defend, and hold harmless the other Party and its affiliates from claims, damages, or losses arising from breach, negligence, or intellectual property infringement.

10. Limitation of Liability

Neither Party shall be liable for any indirect, incidental, or consequential damages.
FreightValidate's total cumulative liability under this Agreement shall not exceed the total fees paid by Partner during the twelve (12) months preceding the claim.

11. Term and Termination

This Agreement becomes effective on the Effective Date and continues until terminated.

Either Party may terminate with thirty (30) days' written notice.

FreightValidate may terminate immediately upon material breach not cured within fifteen (15) days after notice.

12. Publicity and Branding

Neither Party may use the other's trademarks, names, or branding without prior written consent.

Approved uses must comply with FreightValidate brand standards and trademark guidelines.

13. Export Control and Legal Compliance

Each Party represents and warrants that it complies with all applicable U.S. export-control laws, OFAC sanctions, and trade restrictions.

14. Governing Law and Arbitration

This Agreement shall be governed by and construed in accordance with the laws of the State of Tennessee, without regard to conflict-of-laws principles.

Any dispute, controversy, or claim arising out of or relating to this Agreement shall be resolved exclusively by binding arbitration under the rules of the American Arbitration Association (AAA).

Arbitration shall be conducted in Tennessee, in English, before a single arbitrator mutually selected by the Parties.

Each Party shall bear its own costs and attorney fees, except that the prevailing Party may be awarded reasonable fees and costs at the arbitrator's discretion.

Judgment on the arbitration award may be entered in any court of competent jurisdiction.

15. Entire Agreement and Notices

This Agreement constitutes the entire understanding between the Parties and supersedes all prior or contemporaneous communications.

Notices shall be delivered via email or certified mail to the addresses listed above.

This Agreement may be executed electronically and in counterparts.

IN WITNESS WHEREOF, the Parties have executed this FreightValidate Partner

API Integration Agreement as of the Effective Date.

Collaborative Rating Systems, LLC d/b/a FreightValidate   Partner
Address: 678 Cotton Ln., Leoma, Tennessee 38468

By: Dale Prax   By: _____
Name: Dale Prax   Name: _____
Title: Founder, President & CEO   Title: _____
Date: _____   Date: _____